

Madison Borough
and
PBIA, Local 92
(Morris County)

This Agreement, made this 12th day of December, 1986, by and between the BOROUGH OF MADISON, NEW JERSEY, hereinafter referred to as the "Borough", and the POLICEMEN'S BENEVOLENT ASSOCIATION OF MADISON, NEW JERSEY, LOCAL NO. 92, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, hours of employment, and other conditions of employment for all full-time patrolmen and sergeants, in the Borough Police Department.

Section 2.

Unless otherwise indicated, the terms "police officer", "employee", or "employees", or "member of the department", when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2. Definitions

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual or group of individuals. The term "days" shall mean calendar days.

Section 3. Procedure

Step 1. An aggrieved employee shall submit a grievance in writing to the Chief of Police within fifteen (15) days of the occurrence in question. Only those grievances submitted in writing within fifteen (15) days of the occurrence shall be deemed to be timely filed.

Step 2. The Chief of Police shall submit his decision in writing within fifteen (15) days of the submission of the grievance to him.

Step 3. Within fifteen (15) days of the decision of the Chief of Police, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) days to submit his written decision.

Step 4. Within fifteen (15) days of the decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Council or, in its discretion, any subcommittee thereof. The Council or its subcommittee shall have fifteen (15) days to submit its written decision.

ARTICLE III

DISCIPLINE AND DISCHARGE

Section 1.

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

Section 2.

Any actions taken by the Borough under this article shall be subject to Article II, Grievance and Arbitration.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1.

(a) Eight (8) continuous hours of actual duty in a twenty-four (24) hour period shall be deemed a day's work; provided, however, that any member of the Police Department may be directed to do police duty in excess of such eight (8) hours per day when such member's services may be required. Any member, except members of the Division of Investigation, who shall do police duty in excess of such eight hours in a twenty-four (24) hour period, will be compensated for such additional hours at the rate of one and one-half times his/her regular straight time hourly rate of pay. In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be reported.

(b) Notwithstanding subsection (a), supra, if an employee is required to work overtime in excess of and in continuation of the regular day's shift and said overtime amounts to one (1) hour or less, said time shall be credited to accumulated overtime, and the employee shall receive compensatory time off. Said compensatory time off must be taken within 365 days of the date on which it is credited. If, however, said overtime is in excess of one hour, said time shall be paid for as overtime pay.

ARTICLE VI

STANDBY TIME

Section 1.

If an employee is required to be on standby availability in connection with such employee's duties, on a day off, during time off, or vacation day, such employee shall receive compensation at the rate of one and one half his straight time pay rate.

Section 2.

The term "standby" shall mean availability for immediate duty, at a place designated by the Chief of Police.

Section 3.

Upon execution of this Agreement, each employee assigned to the Patrol Division shall be considered to be "on-call" during the 30-minute period immediately preceding the commencement of his/her shift. If an employee is actually called out to work in connection with an emergency or unexpected police function during that period, the employee shall be granted one-half hour of compensatory time on each occasion that the employee is called out.

ARTICLE VII

HOLIDAYS

Section 1.

Every member of the bargaining unit shall receive, in addition to his base pay and longevity increment, holiday pay for twelve (12) holidays at straight time. Payment shall be in one lump sum on the first payday in December. Payment shall be calculated by dividing the base salary for the calendar year by 260 and multiplying the result by 12.

ARTICLE X

MERIT BONUS PAYMENT

Section 1.

The Chief of Police and a three-person committee selected by the PBA shall meet and develop criteria to be used in awarding annual bonus or merit awards to certain employees. The criteria shall be reduced to writing and given to each employee prior to July 1, 1985.

Section 2.

Annually, the Chief of Police shall select, utilizing the established criteria, individuals who are to receive the merit/bonus award. The merit/bonus award shall be \$200 annually.

Section 3.

Not less than one-third of the members of the bargaining unit shall receive merit awards in each calendar year. Merit awards shall be paid on or about December 15th of each year.

ARTICLE XI

VACATIONS

Section 1.

Each employee shall receive vacations in accordance with the following schedule:

- (a) New employees with less than one full calendar year of service shall accumulate 0.83 vacation leave days for each full month worked. Days earned in one calendar year can be carried over to the following year.
- (b) Employees who have completed one full calendar year shall be entitled to ten (10) vacation days in advance at the beginning of their 2nd full calendar year. Days granted at the beginning of a calendar year must be used within that year.
- (c) Employees shall be entitled to three (3) weeks vacation during the calendar year in which the sixth anniversary of his or her employment occurs.
- (d) Four (4) weeks vacation shall be granted an employee during the calendar year in which the thirteenth anniversary of his or her employment occurs.

ARTICLE XIII

ABSENCE FOR ILLNESS

Section 1.

No member of the Police Department shall absent himself from duty by reason of sickness or injury unless he shall promptly report the same to the Chief of Police, or the other superior officer in charge of the department.

Section 2.

New employees with less than one full calendar year of service shall accumulate 1.083 sick days for each full month worked. Employees shall be entitled to 13 sick days in advance at the beginning of their second full calendar year. Employees are allowed to accumulate up to 250 sick days.

Section 3.

Unused sick leave may be accumulated to a maximum of two hundred and fifty (250) work days, for use if required. Sick leave cannot be used in advance of its accrual unless authorized by the Mayor and Council.

Section 4.

If an employee is absent for three consecutive days, or three days in a five-day work period, such employee may be required, by the Chief of Police or his designee, to furnish a physician's statement obtained by the employee at his/her expense. If an employee is absent for five non-consecutive days in a calendar year, such employee may be required to be examined by a physician designated and compensated by the Borough. The physician's statement shall set forth the cause and nature of the illness, and certify that the employee is again fit to return to work.

ARTICLE XV

MEDICAL AND HEALTH INSURANCE

Section 1.

The employees of the department covered by this Agreement and the eligible members of their families shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

Section 2.

The employees covered by this agreement and the eligible members of their families shall continue to receive a prepaid dental plan providing current benefits at the expense of the Borough, based on the rate of the insurance on December 31, 1986.

ARTICLE XVI

CLOTHING ALLOWANCE

Section 1.

(a) officers of the Department covered by this Agreement shall be reimbursed for expenditures for new clothing required in their official duties including overcoats, boots, and raincoats, (hereinafter referred to as "uniforms") up to a maximum of \$350 annually for 1987 and \$450.00 annually for the year 1988.

(b) Such reimbursements shall be in accordance with present procedures which provide for payment upon presentation of a receipt covering purchase of such uniforms.

(c) Following the final adoption of the annual budget and submission of individual vouchers, an additional sum of \$425 in 1987 and \$475 in 1988 shall be paid annually to each officer covered by the Agreement to assist in defraying the cost of maintenance of his/her uniforms. Upon termination of a police officer's employment for any reason whatsoever, the clothing maintenance allowance shall be pro-rated on a monthly basis and an appropriate adjustment shall be made to his/her final salary check.

absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2.

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

Section 3.

The Association shall not be held liable for unauthorized acts of employees, provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XIX

ASSOCIATION BUSINESS LEAVE

Section 1.

The members of the Association negotiating committee, not to exceed three (3) in number, shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

A representative of the Association (the Association President or his designee) shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

Section 3.

The President of the Association, or his designee, shall be granted time off from duty, provided, in the opinion of the Chief of Police, it does not unduly interfere with the operation of the

ARTICLE XXI

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor, shall the Borough discriminate in favor of, or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age, or national origin. The Borough will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXII

EFFECT OF THIS AGREEMENT

Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2.

The Borough and the Association recognize the applicability of existing ordinances and regulations promulgated thereto having to do with the operation of the Police Department. It is recognized that any provisions set forth in any such ordinances or regulations promulgated thereto which are inconsistent with the terms and conditions of this Agreement shall be caused to be amended or

ARTICLE XXV

DURATION

Section 1.

This agreement shall be in full force and effect as of January 1, 1987 and shall be in effect to and including December 31, 1988, without any reopening date. On or after July 1, 1988, either party may serve notice upon the other party of a desire to change, modify, or terminate the agreement for the succeeding contract years.

Section 2.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

BOROUGH OF MADISON

Elizabeth G. Baumgartner

(Elizabeth G. Baumgartner, Mayor)

James R. Allison

(James R. Allison, Administrator)

Donald R. Capen

(Donald R. Capen, Chief of Police)

POLICEMEN'S BENEVOLENT ASSOCIATION OF
MADISON, NEW JERSEY, LOCAL NO. 92

Eric Rosenberg

Ralph Thompson

George Martin

Lawrence A. Whipple, Jr.

(PBA Attorney)